

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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GOVERNMENT EMPLOYEES INSURANCE
COMPANY, GEICO INDEMNITY COMPANY,
GEICO GENERAL INSURANCE COMPANY and
GEICO CASUALTY COMPANY,,

Civil Action No.:
1:20-cv-05786

ANSWER

Plaintiff,

-against-

BIG APPLE MED EQUIPMENT, INC., DAVID
ABAYEV, ALEKSANDR MOSTOVOY, D.C.,
SURESH PAULUS, D.O., ASHLEY KIAEL, D.C.,
PETER MARGULIES, D.C., and JOHN DOE
DEFENDANTS 1-10,,

Defendants.
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Now comes the Defendant ALEKSANDR MOSTOVOY, D.C., (“Defendant”) and
interposes the following pleading as and for his Answer to Plaintiffs’ Complaint in this matter.

1. Defendant denies the allegations contained in paragraph 1-4 of the Complaint.
2. Defendant Mostovoy admits the following allegations in paragraph 5(iii): that he
is a chiropractor licensed to practice in New York and treats patients at a medical office located
at 218-02 Hempstead Avenue, Queens Village, New York but denies all other allegations in this
sub-paragraph. Defendants denies knowledge or information sufficient to form a belief as to the
truth of the allegations contained in paragraph 5 and its subparagraphs i), ii), iv) and v) as it
pertains to other defendants.
3. Defendant denies the allegations contained in paragraphs 6-7 of the Complaint.
4. Defendant admits that there is a chart annexed as Exhibit “1” to the Complaint,
and deny the remaining allegations contained in paragraph 8 of the Complaint.
5. Defendant denies the allegations contained in paragraphs 9-10 of the Complaint.

6. Defendant denies information sufficient to form a belief as to the allegations contained in paragraphs 11-13 of the Complaint.

7. With respect to paragraph 14, Defendant Mostovoy admits he does reside in and is a citizen of New York. Mostovoy admits he became a licensed chiropractor in New York on or about August 3, 2001. Mostovoy admits he is the owner of APAK Chiropractic, P.C. (“APAK Chiro”) and treats patients at 218-02 Hempstead Avenue, Queens Village, New York (“the Hempstead Avenue Clinic”) but denies all other allegations in paragraph 14.

8. With respect to paragraph 15, Defendant Mostovoy admits he was a defendant in a civil suit captioned Government Employees Insurance Company et al. v. Epione Medical P. C. et al., Case No. 1:18-cv-03159-SJ-SJB, but denies all other allegations in this paragraph.

9. With respect to paragraph 16, Defendant Mostovoy admits he was arrested and charged with a crime related to fraud but denies all other allegations in this paragraph.

10. With respect to paragraph 17, Defendant Mostovoy admits he pleaded guilty to Attempted Petit Larceny with respect to the 2010 arrest. Defendant Mostovoy admits that as a result of the aforesaid conviction he was placed on probation for 12 months, but Defendant denies all other allegations in this paragraph.

11. Defendant denies information sufficient to form a belief as to the allegations contained in paragraphs 18-21 of the Complaint.

12. Defendant denies information sufficient to form a belief as to the allegations contained in paragraph 21-26 of the Complaint.

13. Defendant neither admits nor denies the allegations contained in paragraphs 27-50 of the Plaintiffs’ Complaint as the allegations purport to interpret New York State Law, the New York State No-fault laws and regulations and/or the Worker’s Compensation Fee Schedule.

14. Defendant denies the allegations contained in Paragraph 51 of the Complaint.

15. Defendant denies information sufficient to form a belief as to the allegations contained in paragraphs 52-53 of the Complaint.

16. Defendant denies the allegations contained in paragraphs 54-56 of the Plaintiffs' Complaint insofar as they relate or refer to Defendant Mostovoy.

17. Defendant denies the allegations contained in Paragraph 58-59 of the Complaint.

18. Defendant denies information sufficient to form a belief as to the allegations contained in paragraphs 60-62 of the Complaint.

19. Defendant denies the allegations contained in paragraphs 63-69 of the Plaintiffs' Complaint insofar as they relate or refer to Defendant Mostovoy.

20. Defendant denies information sufficient to form a belief as to the allegations contained in paragraphs 70-72 of the Complaint.

21. Defendant denies the allegations contained in paragraphs 73 of the Complaint insofar as they relate or refer to Defendant Mostovoy.

22. Defendant denies information sufficient to form a belief as to the allegations contained in paragraphs 74-75 of the Complaint.

23. Defendant denies the allegations contained in paragraphs 76-79 of the Complaint insofar as they relate or refer to Defendant Mostovoy.

24. Defendant denies information sufficient to form a belief as to the allegations contained in paragraphs 80-81 of the Complaint.

25. Defendant denies the allegations contained in paragraphs 82-84 of the Complaint insofar as they relate or refer to Defendant Mostovoy.

26. Defendant denies information sufficient to form a belief as to the allegations

contained in paragraphs 85-86 of the Complaint.

27. Defendant denies the allegations contained in paragraph 87-88 of the Complaint insofar as they relate or refer to Defendant Mostovoy.

28. Defendant denies information sufficient to form a belief as to the allegations contained in paragraphs 89-90 of the Complaint.

29. Defendant denies the allegations contained in paragraph 91 of the Complaint insofar as they relate or refer to Defendant Mostovoy.

30. Defendant denies information sufficient to form a belief as to the allegations contained in paragraph 92-96 of the Complaint.

31. Defendant denies the allegations contained in paragraphs 97-100 of the Complaint insofar as they relate or refer to Defendant Mostovoy.

32. Defendant denies information sufficient to form a belief as to the allegations contained in paragraphs 100-106 of the Complaint.

33. With respect to paragraphs 107-111, defendant Mostovoy neither admits nor denies the allegations contained in the Complaint as the allegations purport to expound and interpret medical, scientific and/or clinical information and guidelines.

34. Defendant Mostovoy denies information sufficient to form a belief as to the allegations contained in paragraph 112-114 of the Plaintiffs' Complaint.

35. Defendant denies the allegations contained in paragraph 115 of the Plaintiffs' Complaint insofar as they relate or refer to the Answering Defendant. The Answering Defendant denies information sufficient to form a belief as to the balance of the allegations contained in this paragraph.

36. Defendant denies information sufficient to form a belief as to the allegations

contained in paragraph 116-118 of the Plaintiffs' Complaint.

37. Defendant denies the allegations contained in paragraph 119-135 of the Plaintiffs' Complaint insofar as they relate or refer to the Defendant Mostovoy.

38. Defendant denies information sufficient to form a belief as to the allegations contained in paragraph 136-211 of the Plaintiffs' Complaint.

39. Defendant denies information sufficient to form a belief as to the allegations contained in paragraph 212-216 of the Plaintiffs' Complaint.

40. Defendant denies the allegations contained in paragraphs 217-218 of the Complaint insofar as they relate or refer to Defendant Mostovoy.

41. Defendant denies information sufficient to form a belief as to the allegations contained in paragraph 219-229 of the Complaint.

42. Defendant denies the allegations contained in paragraph 230 of the Complaint insofar as they relate or refer to Defendant Mostovoy.

43. Defendant denies information sufficient to form a belief as to the allegations contained in paragraph 231-258 of the Plaintiffs' Complaint.

44. Defendant denies the allegations contained in paragraphs 259-265 of the Complaint insofar as they relate or refer to Defendant Mostovoy.

45. Defendant denies information sufficient to form a belief as to the allegations contained in paragraphs 266-267 of the Complaint.

46. Defendant denies the allegations contained in paragraph 268 of the Complaint insofar as they relate or refer to Defendant Mostovoy.

47. Defendant denies information sufficient to form a belief as to the allegations contained in paragraph 269-270 of the Complaint.

48. Defendant denies the allegations contained in paragraphs 271-312 of the Complaint insofar as they relate or refer to Defendant Mostovoy. Further Defendant Denies knowledge or information sufficient to form a belief with respect to any allegations contained in Paragraphs 271-312 of the Complaint including any subparts as it pertains to the other defendants.

49. Paragraph 313 of the Complaint states a legal conclusion as to which no response is required.

FIRST AFFIRMATIVE DEFENSE

The Plaintiffs' Complaint fails to state a claim upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

The Plaintiffs' Complaint is barred by the Statute of Frauds.

THIRD AFFIRMATIVE DEFENSE

The Plaintiffs' Complaint is barred by the Statute of Limitations.

FOURTH AFFIRMATIVE DEFENSE

The Plaintiffs' Complaint is barred by the Statute of Repose.

FIFTH AFFIRMATIVE DEFENSE

The Plaintiffs' Complaint is barred by the doctrine of laches.

SIXTH AFFIRMATIVE DEFENSE

The Plaintiffs' Complaint is barred by the doctrine of unclean hands.

SEVENTH AFFIRMATIVE DEFENSE

The Plaintiffs' Complaint is barred by the doctrine of equitable estoppel.

EIGHTH AFFIRMATIVE DEFENSE

The Plaintiffs are barred by the doctrine of res judicata.

NINTH AFFIRMATIVE DEFENSE

The Plaintiffs are barred by the doctrine of collateral estoppel.

TENTH AFFIRMATIVE DEFENSE

The Plaintiffs are barred by the doctrine of claim preclusion.

ELEVENTH AFFIRMATIVE DEFENSE

The Plaintiffs are barred by the doctrine of issue preclusion.

TWELFTH AFFIRMATIVE DEFENSE

The Plaintiffs are barred from recovery for lack of privity.

THIRTEENTH AFFIRMATIVE DEFENSE

The Plaintiffs are barred from recovery as they have failed to satisfy a necessary jurisdictional prerequisite.

FOURTEENTH AFFIRMATIVE DEFENSE

The Plaintiffs are barred from recovery by the doctrine of waiver.

FIFTEENTH AFFIRMATIVE DEFENSE

The Plaintiffs are barred from recovery by the doctrine of offer and compromise

SIXTEENTH AFFIRMATIVE DEFENSE

The Plaintiffs are barred from recovery as they have failed to comply with the rules and regulations of the State of New York pertaining to no-fault insurance coverage.

SEVENTEENTH AFFIRMATIVE DEFENSE

The Plaintiffs are barred from recovery as any damages suffered have been recouped through subrogation.

EIGHTEENTH AFFIRMATIVE DEFENSE

The Plaintiffs are barred from recovery as any damages suffered have been passed through to insureds through the adjustment of insurance rates as reported to the New York Insurance Department.

